

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 Pages

AGREEMENT NUMBER

S0520001

REGISTRATION NUMBER

8380080588798.1

AMENDMENT NUMBER

1

1. This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Personnel Administration
 CONTRACTOR'S NAME
Comprehensive Drug Testing, Inc.
2. The term of this Agreement is 7/1/05 through 6/30/07
3. The maximum amount of this Agreement after this amendment is: \$0.00
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This Contract Agreement Number S0520001 effective July 1, 2005, is hereby amended.

The following Exhibit of the original contract is hereby amended and effective March 17, 2006, per the attached:

Exhibit B – Attachment 1; Cost Proposal Rates/Contract Prices

All other terms and conditions shall remain the same.

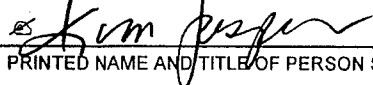
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Comprehensive Drug Testing, Inc.

BY (Authorized Signature)



DATE SIGNED (Do not type)

3/1/06

PRINTED NAME AND TITLE OF PERSON SIGNING

Kim Jasper, Pharm. D. - President

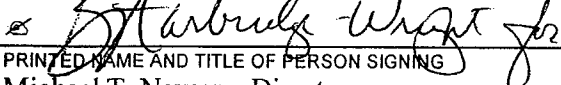
ADDRESS

4510 E. Pacific Coast Hwy., Suite 320
Long Beach, CA 90804**STATE OF CALIFORNIA**

AGENCY NAME

Department of Personnel Administration

BY (Authorized Signature)



DATE SIGNED (Do not type)

3/8/06

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael T. Navarro, Director

ADDRESS

1515 S Street; No. Bldg., Suite 400; Sacramento, CA 95814CALIFORNIA
Department of General Services
Use Only**EXEMPT FROM DGS
REVIEW/APPROVAL
PCC 10295 (C) (4)**☐ Exempt per:

AGREEMENT NUMBER

S0520001

REGISTRATION NUMBER

8380080588798

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Personnel Administration

CONTRACTOR'S NAME

Comprehensive Drug Testing, Inc.

2. The term of this Agreement is: July 1, 2005 through June 30, 2007

3. The maximum amount of this Agreement is: \$ 1,698,420.00
One Million Six Hundred Ninety-Eight Thousand Four Hundred Twenty Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	12 page(s)
Exhibit A – Attachment 1	11 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit B – Attachment 1	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 304
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	3 page(s)
Exhibit E – Notice of Agency Evaluation of Contractor	1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

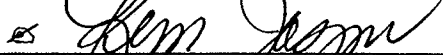
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Comprehensive Drug Testing, Inc.

BY (Authorized Signature)



DATE SIGNED (Do not type)

7/24/05

PRINTED NAME AND TITLE OF PERSON SIGNING

Kim Jasper, Pharm. D. – President

ADDRESS

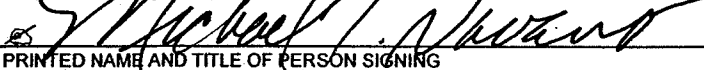
4510 E. Pacific Coast Hwy, Suite 320
Long Beach, CA 90804

STATE OF CALIFORNIA

AGENCY NAME

Department of Personnel Administration

BY (Authorized Signature)



DATE SIGNED (Do not type)

7/29/05

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael T. Navarro, Director

ADDRESS

1515 S Street, No. Bldg., Suite 400; Sacramento, CA 95814

California Department of General
Services Use Only

**EXEMPT FROM DGS
REVIEW/APPROVAL
PCC 10295 (C) (4)**

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. Under the provisions specified in Department of Personnel Administration (DPA) Regulations 599.960 – 599.966, State Personnel Board (SPB) Regulations 213 – 213.6, Federal Motor Carrier Act Regulations 49 CFR Part 40 and Part 382, United States Coast Guard (USCG) Regulations 49 CFR 16 and CFR 4, and Bargaining Unit (BU) 6 provisions. The Contractor will provide combined drug and alcohol testing services, which consists of collection of urine specimens for drug testing, breath alcohol testing using evidential breath testing devices, laboratory analysis, and Medical Review Officer (MRO) services for mandatory drug and alcohol testing of State employees in safety-sensitive classifications, in accordance with the DPA and SPB regulations; drug and alcohol testing of State employees who perform safety-sensitive duties and hold commercial driver licenses in accordance with Federal Motor Carrier Act regulations; State employees whose classifications require drug and alcohol testing per USCG regulations; BU6 employees and excluded employees in the Department of Corrections and the California Youth Authority.

The Contractor will be required to provide these services statewide (including remote locations) for the term of this contract. The Contractor will be requested to provide tests 24 hours a day, 7 days a week. Collection of urine specimens and breath alcohol testing are conducted randomly throughout the state during the program year.

The Contractor will also provide training and employee information services. The Contractor may offer orientation and training to employees, supervisors, managers, training-for-trainers to departments through a system which may include on-site training, video cassettes, and/or self-study training materials. Training provided by the Contractor would be at locations mutually agreed upon by the Contractor, each State department, and DPA. Training must be sufficient to enable every employee, supervisor, manager, or trainer to understand the requirements of the Federal Drug/Alcohol Testing Regulations and the State's testing process. Such training may be provided statewide. All training requires DPA approval.

2. The project representatives during the term of this agreement will be:

State Agency: DPA	Contractor: Comprehensive Drug Testing, Inc.
Name: Sydney Perry	Name: Jean Joseph, Ph.D., C-SAPA
Phone: (916) 324-2763	Phone: (562) 986-4200
Fax: (916) 327-6431	Fax: (562) 986-4201

Direct all inquiries to:

State Agency: DPA	Contractor: Comprehensive Drug Testing, Inc.
Section/Unit: Labor Relations Division	Section/Unit:
Attention: Julie Lowe	Attention: Jean Joseph
Address: 1515 S St., No. Bldg, Ste. 400 Sacramento, CA 95814	Address: P.O. Box 3247 Long Beach, CA 90804
Phone: (916) 324-9386	Phone: (562) 986-4200 / (800) 440-3784
Fax: (916) 327-6431	Fax: (562) 986-4201

EXHIBIT A

SCOPE OF WORK

3. SPECIFIC REQUIREMENTS

- A. The Contractor shall provide the combined services of:
1. Urine collection and breath alcohol testing located geographically throughout the entire State (Exhibit A, Attachment 1);
 2. Laboratory services;
 3. MRO services;
 4. Expert testimony and consultation; and
 5. Training and information services.
- B. The contractor will be required to complete these services as specified below:
1. Urine Collection and Breath Alcohol Testing Services
 - a. The Contractor will perform drug and alcohol testing in accordance with Federal drug testing standards as established by the Substance Abuse and Mental Health Services Administration (SAMHSA). Should the Federal standards change during the term of this agreement, the Contractor will conform its testing to the new standards. Any dispute over what those standards require will be decided by DPA.
 - b. Urine collection and breath alcohol testing services that include 24 hours/7 days a week availability of urine collection and breath alcohol testing services using Evidential Breath Testing (EBT) devices and trained Breath Alcohol Technicians (BATs).
 - c. Statewide urine collection and breath alcohol testing must be available at all designated sites and times as specified in Exhibit A, Attachment 1.
 - d. The Contractor shall maintain all required forms, collection kits, and miscellaneous supplies for collection and testing services provided under this agreement.
 - e. The Contractor must provide a toll-free 800 number, which is accessible 24 hours a day, 7 days a week, to schedule both on-site and mobile urine collection and breath alcohol tests. During work hours the collection site would generally be contacted first; after hours, the 800 number would be used.

EXHIBIT A

SCOPE OF WORK

- f. Urine collection and breath alcohol testing procedures shall adhere to Federal and State drug and alcohol testing program rules and regulations. Such procedures shall encompass the complete testing process from collection to result reporting from the MRO.
 - g. The Contractor must ensure that all BATs are trained in accordance with and adhere to collection procedures as defined in 49 CFR Part 40 Subpart J. The Contractor must ensure that all devices used for collection of breath alcohol testing meet the requirements as defined in 49 CFR Part 40, Subpart K and that the Quality Assurance Plan (QAP) for EBT devices complies with 49 CFR Part 40 Subpart K. Contractor shall maintain all records of inspection and maintenance of EBT's, including documentation of compliance with QAP, and training records of BATs as required by Federal regulations.
 - h. The Contractor shall, on a quarterly basis, monitor and review log sheets of all collection facilities using EBTs. The Contractor shall, on a quarterly basis, perform a random audit of collection facilities to ensure that EBTs are properly calibrated as specified in the Federal regulations. Results of the audits are to be reported to DPA each quarter.
 - i. Submit blind performance test specimens to testing lab as required by 49 CFR Part 40. Report to DPA quarterly, the results of such tests, except that any false positive or failure by the lab to detect the presence of a controlled substance be reported to DPA within three (3) days of receiving such results.
 - j. The Contractor shall provide qualified medical personnel only (physicians, physicians' assistant, nurse, emergency medical technician, or other staff authorized under Federal regulations) to collect urine samples and/or administer breath alcohol tests. Site management must be knowledgeable of collection procedures as specified in Federal and State regulations, and processing of drug and breath alcohol authorization forms used for all State testing programs.
2. **Laboratory Services for Chemical Analysis of Urine Specimens and Alcohol**
- a. The laboratory must be certified by SAMSHA and must conduct urine testing under this contract in conformance with applicable SAMSHA standards. In addition to the procedures specified by SAMSHA, the laboratory must:
 - (1) Be capable of same site initial screening and confirmatory tests;
 - (2) Utilize FDA-approved immunoassay tests;

EXHIBIT A

SCOPE OF WORK

- (3) Participate in a laboratory proficiency testing program; and
- (4) Not be a component organization of a State department.
- b. The Contractor shall perform chemical analyses of urine specimens submitted by the State to determine whether a person from whom the specimen was taken has been using: 1) any of six drugs as specified below for State pre-employment drug testing; 2) any of nine drugs and alcohol as specified below for BU 06 drug testing; and 3) the panel of drugs and alcohol specified in DOT Federal Motor Carrier Act Drug Testing Regulations (49 CFR Part 40). The Contractor will also perform chemical analysis of urine samples for adulterants. All specimens identified as positive on the screen test shall be confirmed by a second test.

The following initial cutoff levels shall be used for the screening and confirmation tests:

Basic Panel A – SPB Pre-employment Drug Testing and DOT Testing

	Confirmatory Substance	Concentration	Test Level
1.	Amphetamines	1,000 nanograms per milliliter	500 nanograms per milliliter
2.	Methamphetamines	1,000 nanograms per milliliter	500 nanograms per milliliter
3.	Cannabinoids	50 nanograms per milliliter	15 nanograms per milliliter
4.	Cocaine (Benzoyllecgonine)	300 nanograms per milliliter	150 nanograms per milliliter
5.	Opiates	2,000 nanograms per milliliter	2,000 nanograms per milliliter
6.	Phencyclidine (PCP)	25 nanograms per milliliter	25 nanograms per milliliter

EXHIBIT A

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Basic Panel B -- Incumbent Drug, Reasonable Suspicion and Alcohol Testing

	Confirmatory Substance	Concentration	Test Level
1.	Amphetamines	1,000 nanograms per milliliter	500 nanograms per milliliter
2.	Methamphetamines	1,000 nanograms per milliliter	500 nanograms per milliliter
3.	Cannabinoids	50 nanograms per milliliter	15 nanograms per milliliter
4.	Cocaine (Benzoyllecgonine)	300 nanograms per milliliter	150 nanograms per milliliter
5.	Opiates	2,000 nanograms per milliliter	2,000 nanograms per milliliter
6.	Phencyclidine (PCP)	25 nanograms per milliliter	25 nanograms per milliliter
7.	Benzodiazepines	300 nanograms per milliliter	300 nanograms per milliliter
8.	Methaqualone	300 nanograms per milliliter	200 nanograms per milliliter
9.	Barbiturates	300 nanograms per milliliter	200 nanograms per milliliter
10.	Alcohol	.04% weight/volume	.04% weight/volume

The panel lists of substances are subject to modification by DPA at its discretion.

- c. Positive specimens must be stored for one (1) year to assure availability for retesting in case of appeal, or at the discretion of DPA. Upon notification of a challenge or at the discretion of DPA, the laboratory agrees to maintain storage for an indefinite period.
- d. The Contractor will use the following test screening methods:
 - (1) Drugs -- As specified in the SAMSHA regulations.
 - (2) Alcohol Screening -- As specified in the SAMSHA regulations.

EXHIBIT A

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- e. The Contractor will complete all specimen analyses within forty-eight (48) hours following delivery of the specimen (excluding State and Federal holidays, Saturdays and Sundays), unless a positive test result occurs in which case up to 72 hours will be allowed.
- f. The Contractor will assure that all test results, including confirmation, screening, and quality control data are reviewed by a qualified senior chemist or the laboratory director and are certified as being accurate.
- g. The Contractor agrees all analytical results shall be expressed in terms of generic or chemical name of any substance found to be present. The analytical results SHALL NOT be expressed in equivocal terms, e.g., "possible," "trace," or "+."

Analytical results SHALL be reported in terms of the laboratory cutoff limit of the substance, i.e., "_____ (drug or metabolite) not detected at a concentration of _____ nanograms per milliliter."

OR

"_____ (drug or metabolite) detected at a concentration of _____ nanograms per milliliter and confirmed by GC/MS at a concentration of _____ nanograms per milliliter."

Except as otherwise agreed to by DPA and the Contractor, the original report, including positives and negatives, is to be delivered by overnight courier or electronic transmission to the designated MRO. One (1) copy will be retained by the Contractor for a period of three (3) years and will be available to DPA for audit purposes. The Contractor will bear all costs of forms, reports, and courier service.

- h. The Contractor will furnish, postpaid and at no additional costs to DPA, all necessary supplies of forms, specimen containers, labels, courier bags, and seals. The Contractor also agrees to pay for courier service to pick up specimens from designated collection sites, delivery of specimen to the laboratory, and delivery of the results to the State or its designated representative. Furthermore, specimen containers are to be leak proof and of such composition/design to avoid breakage and leakage. Additionally, specimen containers shall be convenient for use by females; if not, alternative bottles shall be made available.
- i. The Contractor will establish and maintain chain of custody (COC) procedures that are consistent with the COC procedures specified in the SAMSHA regulations (Mandatory Guidelines for Federal Workplace Drug Testing).

EXHIBIT A

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- j. The Contractor will maintain all necessary safeguards, records, and controls relative to the handling and processing of submitted urine specimens for a period of three (3) years from the initial testing in order to assure their availability to DPA in the event the result of any urinalysis is legally/administratively challenged, or at the discretion of DPA. The Contractor will maintain a complete record of all samples analyzed, including sample number, date received, date analyzed, and date results were sent by courier to DPA or designated representative.
- k. The Contractor will maintain records of "false positives" observed on initial screening by panel substance and test method. The report(s) will be forwarded to the State Program Manager. The Contractor further agrees not to reveal or discuss the results of any analysis with any person except those designated in writing by DPA.
- l. The Contractor will maintain a Quality Assurance (QA) and Quality Control (QC) program which encompasses all aspects of the testing and storage process, specimen acquisition, COC, security, and reporting of results, in addition to the screening and confirmation of analytical results. The QA and QC programs shall be consistent with the standards set forth in the SAMSHA guidelines.
- m. Specimens received by the Contractor which cannot be identified by donor or organization submitting the specimen may be discarded by the Contractor. For each such specimen DPA will compensate the Contractor at the contract rate for extra service.
- n. Upon request, the Contractor agrees to provide training regarding drug testing and COC procedures to designated State employees and/or collection site personnel.

The DPA will pay:

- (1) The hourly rate specified by the Contractor in its bid cost proposal.
- (2) The actual cost of transportation expenses (e.g., plane fare, taxi fare, parking, etc.) attendant to such training and per diem not to exceed the rate paid to nonrepresented employees. If a privately-owned or company automobile is used for such travel, the Contractor shall be reimbursed at the rate of 34 cents per mile. The maximum per diem rate (includes meals and lodging) allowed is \$124 per day plus taxes on entire cost of lodging rate. This rate may be subject to increase during the contract period.

EXHIBIT A

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- o. The Contractor will provide a monthly statistical summary of all urinalysis testing performed during the same calendar month. The report will include the total number of specimens submitted, the total number of specimens submitted by employer identifier number, and the total number of confirmed positive tests and negative tests by substance.
- p. The Contractor will provide a reconfirmation service on any specimen and only at the request of a designated MRO except for an employee initiated retest. Such a test will only employ GC/MS as the methodology, adhere to all specifications and standards of the contract, and be reported to the MRO. These reconfirmations will typically be requested in cases which may involve an appeal or court challenge.

These reconfirmations will be billed for separately as "Extra Services -- GC/MS Reconfirmation." The Contractor also agrees to provide a reconfirmation service on specimens at the request of an employee. Such reconfirmations will be at the expense of the employee.

- q. If required by DPA, the Contractor or its qualified representative will attend an appeal hearing or court hearing and provide expert testimony concerning the methods used, reliability, and results of specific analyses.

The DPA will pay:

- (1) Fees for the services of an expert to provide consultation and/or testimony for such appeal or court hearing; and
- (2) The actual cost of transportation (e.g., plane fare, taxi fare, parking, etc.) attendant to such appeal hearing or court appearance and per diem not to exceed the rate paid to the State's nonrepresented employees. If a privately-owned or company automobile is used for such travel, the Contractor shall be reimbursed at the rate of 34 cents per mile. The maximum per diem rate (includes meals and lodging) allowed is \$124 per day plus taxes on entire cost of lodging rate. This rate may be subject to increase during the contract period.

The Contractor will require that all persons participating in drug and alcohol testing sign a waiver agreeing that DPA may have access to their last known addresses and telephone numbers for the sole purpose of subpoenaing them for evidentiary hearings arising out of the drug and alcohol testing regardless of whether the specific employee is still employed by the Contractor or its subcontractors at the time of the hearing.

EXHIBIT A

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The DPA will pay:

- (1) Fees when the MRO serves as an expert at such appearances.
- (2) The actual cost of transportation expenses (e.g., plane fare, taxi fare, parking, etc.) attendant to such appeals, depositions, or court appearances, and per diem not to exceed the rate paid to nonrepresented employees. If a privately-owned or company automobile is used for such travel, the Contractor shall be reimbursed at the rate of 34 cents per mile. The maximum per diem rate (includes meals and lodging) allowed is \$124 per day plus taxes on entire cost of lodging rate. This rate may be subject to increase during the contract period.

3. **MRO Services for the Review of Urine and Alcohol Test Results**

- a. The MRO must conduct MRO services under this contract in conformance with applicable Federal Motor Carrier Act regulations, 49 CFR Part 40.
- b. **The MRO must have proficient knowledge of the drug testing process and the Federal regulations.** The MRO shall not be an employee or agent or have any financial interest in the laboratory for which the MRO is reviewing drug testing results. Additionally, the MRO shall not derive any financial benefit by having an agency use a specific drug testing laboratory or have any agreement with the laboratory that may be construed as a potential conflict of interest.

The MRO will:

- receive test results from the laboratory;
- notify the employee of a confirmed positive test result;
- review and interpret all confirmed positive test results;
- provide an opportunity for employee to discuss positive test result;
- review employee's medical history as appropriate;
- review medical records as appropriate;
- verify laboratory results;

EXHIBIT A

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- notify employer of verified positive test;
- process employee request for split samples;
- maintain records and notifications for positive and negative test results.

The MRO is not required to substantively interpret negative test results. However, the MRO or his/her representative shall administratively review the results. The MRO shall review drug/alcohol test results within 48 hours of receipt of the laboratory results.

- c. The MRO must be a licensed physician (medical doctor or doctor of osteopathy) and meet the MRO criteria listed in the Federal Regulation 40.121.
- d. The MRO shall provide written notification within three business days of completion of the MRO's review. If the employee cannot be reached for an interview within the 72-hour time limit and/or the review cannot be completed within the three days, the MRO shall immediately notify the employer. If requested by DPA, the MRO shall also report all positive test results to the employer via fax machine.
- e. The MRO shall maintain all records and notifications relative to the handling and reporting of negative laboratory results for a period of three (3) years from the date of receiving the laboratory results so as to assure their availability to DPA in the event the result of any urinalysis is legally/administratively challenged, or at the discretion of DPA.
- f. If required by DPA, the MRO or his/her designated expert, agrees to attend appeal hearings, depositions, and/or court hearings and provide expert testimony concerning medical reviews performed under the contract.
- g. The Contractor will designate qualified individuals to provide expert testimony. In the event that an individual designated as the primary expert witness is unavailable, the Contractor must designate one or more "back-up" expert witnesses who will be available for testimony.

4. Areas of Service

The DPA desires scheduled and unscheduled urine collection and breath alcohol testing services at the geographical locations specified in Exhibit A, Attachment 1. Laboratory and MRO coverage must be statewide, including all rural areas. It is permissible that the laboratory and MRO be at a single location and that specimens from affiliated or independent collection sites throughout the State be delivered to the central location for analysis within 24 hours of collection.

EXHIBIT A

SCOPE OF WORK

5. System and Reporting Requirements

- a. The contractor's system must include provisions which allow State agencies and their agents to obtain services statewide from appropriately licensed, certified, and/or trained professionals/clinicians.
- b. A toll-free telephone number must be in service 24 hours per day, seven days a week. This service must be installed and maintained no later than the effective date of this contract and provided for the duration of the contract for use by State agencies.
- c. The Contractor must provide a collection site listing which is available on line to State departments. The collection site listing shall include hours of operation, address, and telephone and fax numbers. The collection site list will be updated as changes occur to collection facilities. The Contractor shall notify DPA and State departments of changes to the collection site listing.
- d. The Contractor must have a fully automated system for statistical reporting.
- e. The Contractor will be required to provide statistics and reports such as Management Information Systems (MIS) and test result data, as a condition of the contract. Details of the statistics and reports will be negotiated with the successful bidder.
- f. The Contractor must have a fully automated accounting and billing system capable of producing invoice/billing statements.
- g. The Contractor is required to maintain financial and accounting records relating to the urine collection/breath alcohol testing services and supporting evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by DPA. Financial and accounting records must be made available during normal business hours to DPA, the Attorney General, the Bureau of State Audits, and the Department of Finance during the contract period and any extension thereof, and for three (3) years from the date of final payment on the contract.

6. Administrative Requirements

- a. The Contractor must guarantee that all information regarding an employee's identity regarding collection and/or test results are in accordance with the Federal and State Drug/Alcohol Testing Regulations.

EXHIBIT A

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- b. The Contractor may not offer other services than those specified in the contract/IFB to State agencies without prior approval of DPA.
- c. The Contractor shall have a senior account executive with authority to act on behalf of the firm to be assigned to this account. A back-up account executive must be assigned during the time the senior account executive is not available. One of these account representatives should be available for direct telephone contact between the hours of 8:00 a.m. and 5:00 p.m.

EXHIBIT A

ATTACHMENT 1

**Urine Collection / Breath Alcohol Testing
Site Lists A & B**

The following 11 pages constitute Exhibit A, Attachment 1 to Agreement S0520001.
Comprehensive Drug Testing, Inc.

SITE LIST A - URINE COLLECTION/BREATH ALCOHOL TESTING

These worksheets must be completed and submitted with bid package.

Both urine collection and breath alcohol testing services must be provided at 100 percent of these locations, in the nominal same city or town, during normal weekday hours from 8:00 am to 5:00 pm, weekdays and holidays excluded.

After hours, weekend and holiday collection, and alcohol testing must be available within two (2) hours travel time utilizing the most direct all weather route from from the site, or within two (2) hours response time if done by mobile.

Indicate the physical location of all after hour collection sites. If collection is done at a facility, indicate the facility location, miles and travel time from the designated site. If after hours collection is done by mobile, indicate location (city), miles and travel time from the employee site. If both onsite and mobile will be used for after hour collections, indicate location, miles and travel time. Miles will be calculated from the city hall, or if city hall is not available, then calculate from the town center of the employee site.

The state reserves the right to verify all travel times in excess of fifty (50) miles.

Collection Site	Normal Collection - - Normal Business Hours Site Address/Phone Number	Travel Time*/ Miles	After Hours/Weekend/Holiday Collections	Travel Time Miles
Anaheim	Name: Concentra Address: 2110 East Katella Avenue Anaheim, CA 92806 Phone No.: 714-937-1919 Circle Method(s) Mobile <u>Onsite</u>	6 Min. 3 Miles	Name: Concentra Address: 2110 East Katella Avenue Anaheim, CA 92806 Phone No.: 714-937-1919 Circle Method(s) Mobile <u>Onsite</u>	6 Min. 3 Miles
Bakersfield	Name: Central Valley Occ. Medical Ctr. Address: 4100 Truxton Ave. Ste 200 Bakersfield, CA 93007 Phone No.: (661) 632-1540 Circle Method(s) Mobile <u>Onsite</u>	15 Min. 8 Miles	Name: EMSI Address: 5400 Olive Dr. Ste D Bakersfield, CA 93308 Phone No.: (661) 399-2500 Circle Method(S) <u>Mobile</u> Onsite	21 Min. 15 Miles
Chico	Name: EMSI-Chico Address: 1450 Sherman Avenue Chico, CA 95926 Phone No.: (530) 895-3203 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: EMSI-Chico Address: 1450 Sherman Avenue Chico, CA 95926 Phone No.: (530) 895-3203 Circle Method(s) <u>Mobile</u> Onsite	5 Min. 2 Miles
Concord	Name: Muir Diablo Occ. Med 2231 Galaxy Court Concord, CA 94520 Phone No.: 925-685-7744 Circle Method(s) Mobile <u>Onsite</u>	11 Min 4 Miles	Name: Concentra Address: 2970 Hilltop Mall Rd Ste 202/203 Richmond, CA 94806 Phone No.: 510-222-8000 Circle Method(s) Mobile <u>Onsite</u>	32 Min. 24 Miles

*Travel time should be based on normal driving conditions (e.g., weather, traffic patterns, etc.)

Bidders must place an asterisk (*) next to the sites where existing services have been provided for six (6) months or less.

URINE COLLECTION/BREATH ALCOHOL TESTING

Collection Site	Normal Collection - - Normal Business Hours Site Address/Phone Number	Travel Time Miles	After Hours/Weekend/Holiday Collections	Travel Time Miles
Fairfield	Name: North Bay Medical Center Address: 1101 B-Gale Wilson Blvd. Ste 204 Fairfield, CA 94533 Phone No.: 707-429-7701 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: Collection Plus Address: 2129 Hacienda Way Ste H Sacramento, CA 95825 Phone No.: 916-487-3152 Circle Method(s) <u>Mobile</u> Onsite	50 Min. 47 Miles
Fremont	Name: Fremont Urgent Care Center 3161 Walnut Avenue Fremont, CA 94538 Phone: 510-796-1000 X37 Circle Method(s) Mobile <u>Onsite</u>	8 Min. 4 Miles	Name: EMSI-San Jose Address: 2211 More Park Ave Ste 240 San Jose, CA 95128 Phone No: 650-777-0955 Circle Method(s) <u>Mobile</u> Onsite	26 Min. 22 Miles
Fresno	Name: EMSI Fresno 4323 N. Goldenstate Blvd. #105 Fresno, CA 93722 Phone: 559-275-4800 Circle Method(s) Mobile <u>Onsite</u>	12 Min. 10 Miles	Name: EMSI Fresno Address: 4323 N. Goldenstate Blvd. #105 Fresno, CA 93722 Phone No.: 559-275-4800 Circle Method(s) <u>Mobile</u> Onsite	12 Min. 10 Miles
Garden Grove	Name: EMSI-Garden Grove Address: 11612 Knott Street, Suite G-13 Garden Grove, CA 92841 Phone No.: 714/898-9203 Circle Method(s) Mobile <u>Onsite</u>	8 Min. 3 Miles	Name: EMSI-Garden Grove Address: 11612 Knott Street, Suite G-13 Garden Grove, CA 92841 Phone No.: 714/898-9203 Circle Method(s) <u>Mobile</u> Onsite	8 Min. 3 Miles
Greenbrae	Name: Concentra - Richmond Address: 2970 Hilltop Mall Road Ste 202/203 Richmond, CA 94806 Phone No.: 510-222-8000 Circle Method(s) Mobile <u>Onsite</u>	23 Min. 16 Miles	Name: Concentra - Richmond Address: 2970 Hilltop Mall Rd. Ste 202/203 Richmond, CA 94806 Phone No.: 510-222-8000 Circle Method(s) Mobile <u>Onsite</u>	23 Min. 16 Miles
Hanford	Name: Employee's Health Care Address: 500 Greenfield Avenue Hanford, CA 93230 Phone No.: 559-589-9500 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: Employee's Health Care Address: 500 Greenfield Avenue Hanford, CA 93230 Phone No.: 559-589-9500 Circle Method(s) <u>Mobile</u> Onsite	5 Min. 2 Miles
Hayward	Name: St. Rose Occupational Medical Clinic Address: 27200 Calaroga Avenue Hayward, CA 94545 Phone No.: 510-264-4046 Circle Method(s) Mobile <u>Onsite</u>	8 Min. 4 Miles	Name: Concentra Oakland Address: 384 Embarcadero West Oakland, CA 94607 Phone No: 510-465-9565 Circle Method(s) Mobile <u>Onsite</u>	20 Min. 16 Miles
Long Beach	Name: Occupational Med First Address: 1720 Termino Avenue Long Beach, CA 90804 Phone No.: 562-494-0724 Circle Method(s) Mobile <u>Onsite</u>	10 Min. 4 Miles	Name: Integra Test Address: 333 South Magnolia Ave. Anaheim, CA 92801 Phone No.: (714) 828-1797 Circle Method(s) <u>Mobile</u> Onsite	27 Min. 23 Miles

*Travel time should be based on normal driving conditions (e.g., weather, traffic patterns, etc.)

Bidders must place an asterisk (*) next to the sites where existing services have been provided for six (6) months or less.

URINE COLLECTION/BREATH ALCOHOL TESTING

Collection Site	Normal Collection - - Normal Business Hours Site Address/Phone Number	Travel Time*/ Miles	After Hours/Weekend/Holiday Collections	Travel Time Miles
Los Angeles	Name: U.S. Healthworks Medical Group 1212 S. Flower St. Los Angeles, CA 90015 Phone: 213-747-0634 Circle Method(s) Mobile <u>Onsite</u>	7 Min. 3 Miles	Name: U.S. Healthworks Medical Group Address: 1212 S. Flower St. Los Angeles, CA 90015 Phone No.: 213-747-0634 Circle Method(s) Mobile <u>Onsite</u>	7 Min. 3 Miles
Marysville	Name: Drug Testing Services Address 725 4 th . Street Marysville, CA 95901 Phone No.: 530-749-4411 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: Tom Goodman - EMSI-Chico Address: 1450 Sherman Ave Chico, CA 95926 Phone No: 530-895-3203 Circle Method(s) <u>Mobile</u> Onsite	1 Hour 54 Miles
Merced	Name: DNT Healthcheck Address: 400 12 th . Street Ste 23 Modesto, CA 95354 Phone No.: 209-492-9549 Circle Method(s) Mobile <u>Onsite</u>	50 Min. 40 Miles	Name: DNT Healthcheck Address: 400 12 th . Street Ste 23 Modesto, CA 95354 Phone No.: 209-492-9549 Circle Method(s) <u>Mobile</u> Onsite	50 Min. 40 Miles
Modesto	Name: DNT Healthcheck Address: 400 12 th . Street Ste 23 Modesto, CA 95354 Phone No. 209-492-9549 Circle Method(s) Mobile <u>Onsite</u>	10 Min. 4 Miles	Name: DNT Healthcheck Address: 400 12 th . Street Ste 23 Modesto, CA 95354 Phone No.: 209-492-9549 Circle Method(s) <u>Mobile</u> Onsite	10 Min. 4 Miles
Oakland	Name: Concentra Oakland Address: 384 Embarcadero West Oakland, CA 94607 Phone No: 510-465-9565 Circle Method(s) Mobile <u>Onsite</u>	9 Min 6 Miles	Name: Concentra Oakland Address: 384 Embarcadero West Oakland, CA 94607 Phone No: 510-465-9565 Circle Method(S) Mobile <u>Onsite</u>	9 Min. 6 Miles
Ontario	Name: U. S. Healthworks Address: 2171 S. Grove Ave. Ste A Ontario, CA 91761 Phone No.: 909-923-4080 Circle Method(s) Mobile <u>Onsite</u>	9 Min. 5 Miles	Name: IEOM - Riverside Address: 3579 Arlington Ave #30c Riverside, CA 92506 Phone No.: 951-341-9333 Circle Method(s) <u>Mobile</u> Onsite	25 Min. 24 Miles
Pasadena	Name: Healthcare Partners- El Monte Address: 3144 Santa Anita Ave. El Monte, CA 91733 Phone No: 626-582-7989 Ph Circle Method(s) Mobile <u>Onsite</u>	23 Min. 13 Miles	Name: Healthcare Partners- El Monte Address: 3144 Santa Anita Ave. El Monte, CA 91733 Phone No: 626-582-7989 Circle Method(s) Mobile <u>Onsite</u>	23 Min. 13 Miles
Redding	Name: EMSI Redding Address: 3310 Bechelli Lane Redding, CA 96002 Phone No.: 530-222-6612 Circle Method(s) Mobile <u>Onsite</u>	18 Min. 9 Miles	Name: EMSI Redding Address: 3310 Bechelli Lane Redding, CA 96002 Phone No.: 530-222-6612 Circle Method(s) <u>Mobile</u> Onsite	18 Min. 9 Miles

*Travel time should be based on normal driving conditions (e.g., weather, traffic patterns, etc.)

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URINE COLLECTION/BREATH ALCOHOL TESTING

Collection Site	Normal Collection - - Normal Business Hours Site Address/Phone Number	Travel Time*/ Miles	After Hours/Weekend/Holiday Collections	Travel Time Miles
Redwood City	Name: Immediate Care Family Practice 2905 South El Camino Real San Mateo, CA 94403 Phone No.: 650-570-2273 Circle Method(s) Mobile <u>Onsite</u>	8 Miles 11 Min.	Name: EMSI - San Jose Address: 2211 More Park Ave. Ste 240 San Jose, CA 95128 Phone No.: 650-777-0955 Circle Method(s) <u>Mobile</u> Onsite	24 Min. 22 Miles
Riverside	Name: U.S. Healthworks Address: 1760 Chicago Ave Ste J3 Riverside, CA 92507 Phone No.: 951-781-2200 Circle Method(s) Mobile <u>Onsite</u>	4 Min. 4 Miles	Name: U.S. Healthworks Address: 1760 Chicago Ave. Ste J3 Riverside, CA 92507 Phone No.: 951-781-2200 Circle Method(s) Mobile <u>Onsite</u>	4 Min. 4 Miles
Sacramento	Name: Collection Plus Address: 2129 Hacienda Way Ste H Sacramento, CA 95819 Phone No.: 916-487-3152 Circle Method(s) Mobile <u>Onsite</u>	10 Min. 4 Miles	Name: Collection Plus Address: 2129 Hacienda Way Ste H Sacramento, CA 95819 Phone No.: 916-487-3152 Circle Method(s) <u>Mobile</u> Onsite	10 Mins 4 Miles
San Bernardino	Name: U.S. Healthworks Address: 599 Inland Center Drive #108 San Bernardino, CA 92408 Phone No.: 909-889-2665 Circle Method(s) Mobile <u>Onsite</u>	10 Min. 6 Miles	Name: U.S. Healthworks Address: 599 Inland Center Drive #108 San Bernardino, CA 92408 Phone No.: 909-889-2665 Circle Method(s) Mobile <u>Onsite</u>	10 Min. 6 Miles
San Diego	Name: EMSI Address: 3878 Old Town Avenue, Ste 200 San Diego, CA 92110 Phone No.: 619-2949211 Circle Method(s) Mobile <u>Onsite</u>	23 Min. 21 Miles	Name: EMSI-San Diego Address: 3878 Old Town Avenue #200 San Diego, CA 92110 Phone No.: 619/294-9211 Circle Method(s) <u>Mobile</u> Onsite	23 Min. 21 Miles
San Francisco	Name: Concentra Address: 728 20 th . Street San Francisco, CA 94107 Phone No.: 415-648-9501 Circle Method(s) Mobile <u>Onsite</u>	6 Min. 2 Miles	Name: Concentra Address: 728 20 th . Street San Francisco, CA 94107 Phone No.: 415-648-9501 Circle Method(s) Mobile <u>Onsite</u>	6 Min. 2 Miles
San Jose	Name: U.S. Healthworks 1893 Monterey Road Ste 200 San Jose, CA 95112 Phone: 408-288-3800 Circle Method(s) Mobile <u>Onsite</u>	9 Min. 3 Miles	Name: EMSI - San Jose Address: 22211 Moor Park Ave. Ste 240 San Jose, CA 95128 Phone No.: 408-279-8735 Circle Method(s) <u>Mobile</u> Onsite	11 Mins 7 Miles
San Luis Obispo	Name: Star Drug Testing Address: 1223 Higuera Street Ste 102 San Luis Obispo, CA 93401 Phone No.: 805-782-0903 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: Star Drug Testing Address: 1223 Higuera Street Ste 102 San Luis Obispo, CA 93401 Phone No.: 805-782-0903 Circle Method(s) <u>Mobile</u> Onsite	5 Min. 2 Miles

*Travel time should be based on normal driving conditions (e.g., weather, traffic patterns, etc.)

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URINE COLLECTION/BREATH ALCOHOL TESTING

Collection Site	Normal Collection - - Normal Business Hours Site Address/Phone Number	Travel Time*/ Miles	After Hours/Weekend/Holiday Collections	Travel Time Miles
San Rafael	Name: Concentra Address: 2970 Hilltop Mall Road, Ste 101 Richmond, CA 94806 Phone No.: 510-222-8000 Circle Method(s) Mobile <u>Onsite</u>	24 Min. 16 Miles	Name: Concentra Address: 2970 Hilltop Mall Rd, Suite 101 Richmond, CA 94806 Phone No.: 510-222-8000 Circle Method(s) Mobile <u>Onsite</u>	24 Min. 16 Miles
Santa Ana	Name: EMSI Address: 11612 Knott Street Ste 13 Garden Grove, CA 92841 Phone No.: 714-898-9203 Circle Method(s) Mobile <u>Onsite</u>	15 Min. 11 Miles	Name: Integratest Address: 333 S. Magnolia Ave. Anaheim, 92801 Phone No.: 714/828-1797 Circle Method(s) <u>Mobile</u> Onsite	12 Min. 10 Miles
Santa Barbara	Name: Santa Barbara Med. Found. Clinic Address: 101 S. Patterson Avenue Santa Barbara, CA 93111 Phone No.: 805-898-3311 Circle Method(s) Mobile <u>Onsite</u>	10 Min. 7 Miles	Name: EMSI- Ventura Address: 2755 Loma Vista Ventura, CA 93003 Phone No. 805-648-7025 Circle Method(s) <u>Mobile</u> Onsite	36 Min. 34 Miles
Santa Rosa	Name: North Bay Corporate Health Address: 95 Montgomery Drive Ste 110 Santa Rosa, CA 95404 Phone No.: 707-576-7300 Circle Method(s) Mobile <u>Onsite</u>	6 Min 3 Miles	Name: ADTS Address: 5905 Labath #104 Rohnert Park, CA 94928 Phone No.: 707-588-1234 Circle Method(s) <u>Mobile</u> Onsite	15 Min 10 Miles
Stockton	Name: US Healthworks Address: 3663 E. Arch Road Ste 400 Stockton, CA 95215 Phone No.: 209-943-2202 Circle Method(s) Mobile <u>Onsite</u>	12 Min. 8 Miles	Name: DNT Healthcheck Address: 400 12 th Street Ste 23 Modesto, CA 95354 Phone No.: (209) 492-9549 Circle Method(s) <u>Mobile</u> Onsite	42 Min. 36 Miles
Thousand Oaks	Name: Med Center Address: 1980 Sequoia, Simi Valley, CA 93063 Phone No.: 805-583-5555 Circle Method(s) Mobile <u>Onsite</u>	20 Min. 15 Miles	Name: EMSI - Los Angeles Address: 3470 Wilshire Blvd. Ste 1003 Los Angeles, CA 90010 Phone No.: 213-739-9996 Circle Method(s) <u>Mobile</u> Onsite	47 Min. 41 Miles
Ventura	Name: EMSI- Ventura Address: 4464 McGrath Ste 102 Ventura, CA 93003 Phone No.: (805) 677-4770 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: EMSI- Ventura Address: 4464 McGrath Ste 102 Ventura, CA 93003 Phone No.: (805) 477-4770 Circle Method(s) <u>Mobile</u> Onsite	5 Min. 2 Miles
Walnut Creek	Name: Muir Diablo Occ. Med 2231 Galaxy Court Concord, CA 94520 Phone No.: 925-685-7744 Circle Method(s) Mobile <u>Onsite</u>	13 Min. 9 Miles	Name: Concentra Address: 2970 Hilltop Mall Rd. Ste 202/203 Richmond, CA 94806 Phone No.: 510-222-8000 Circle Method(s) Mobile <u>Onsite</u>	32 Min. 27 Miles

*Travel time should be based on normal driving conditions (e.g., weather, traffic patterns, etc.)

Bidders must place an asterisk (*) next to the sites where existing services have been provided for six (6) months or less.

SITE LIST B - URINE COLLECTION/BREATH ALCOHOL TESTING

This worksheet must be completed and submitted with bid package.

Both urine collection and breath alcohol testing services must be provided during normal weekday business hours from 8:00 a.m. to 5:00 p.m., weekends and holidays excluded, at the same site, within an hour travel time or less of the same nominal city or town for 100 percent of the following locations.

Urine collection and breath alcohol testing may be provided at alternate locations, both within one (1) hour travel time of the same nominal city or town, during normal weekday business hours from 8:00 a.m. to 5:00 p.m., weekends and holiday excluded for the following sites.

After hours, weekend and holiday urine collections, and breath alcohol testing must be available within two (2) hours travel time of the same nominal city or town, when done at a collection facility or within two (2) hours response time if done by mobile.

Indicate the physical location of all after hour collection sites. If collection is done at a fixed facility, indicated the facility location, miles and travel time. If after hours collection is done by mobile, indicate location (city), miles, and travel time. If both onsite and mobile will be used for after hours collection, indicate location, miles and travel time.

Miles will be calculated from the City Hall of designated collection site, or if City Hall is not available, then calculate from the Town Center.

The State reserves the right to verify all travel times in excess of fifty (50) miles.

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours Site Address/Phone Number	TRAVEL TIME*/ MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME MILES
Alturas	Name: Modoc Medical Center Medical And Dental Clinic Address: 229 McDowell Street Alturas, CA 96101 Phone No: 530-233-5176 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: North State Alliance Address: 2301 Park Marina Drive Suite 17 Alturas, CA 96101 Phone No: 916- 243-8921 Circle Method(s) <u>Mobile</u> Onsite	5 Min 2 Miles
Barstow	Name: Desert Valley Med Group Address: 12401 Hesperia Rd Ste 9 & 10 Victorville, Ca 92392 Phone No: 760-245-2474 Circle Method(s) Mobile <u>Onsite</u>	40 Min 38 Miles	Name: U.S. Healthworks Address: 599 Inland Center Drive San Bernardino, CA 92408 Phone No: 909-889-2665 Circle Method(s) Mobile <u>Onsite</u>	1 Hour 10 Mins 72 Miles
Bishop	Name: Laboratory Northern Inyo Hospital Address: 150 Pioneer Lane Bishop, CA 93514 Phone No: 760-873-5811 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: Laboratory Northern Inyo Hospital Address: 150 Pioneer Lane Bishop, CA 93514 Phone No: 760-873-5811 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles

Travel time should be based on normal driving conditions (e.g., weather, traffic patterns, etc.)

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URINE COLLECTION/LEATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours Site Address/Phone Number	TRAVEL TIME*/ MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME MILES
Blythe	Name: Blythe Medical Arts Center Address: 500 N. Broadway, Ste. 17 Blythe, CA 92225 Phone No: 760-922-2152 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: Valley Testing Address: 588 Broadway El Centro, CA 92243 Phone No: 619-294-9211 Circle Method(s) Mobile <u>Onsite</u>	1.8 Hours 95 Miles
Bridgeport	Name: Mammoth Hospital Address: 185 Sierra Park Rd. Mammoth Lakes, CA 93546 Phone No: 760-932-7011 Circle Method(s) Mobile <u>Onsite</u>	1 Hour 48 Miles	Name: Mammoth Hospital Address: 185 Sierra Park Rd Mammoth Lakes, CA 93546 Phone No: 760-920-4090 Circle Method(s) Mobile <u>Onsite</u>	1 Hour 48 Miles
Burney	Name: EMSI- Redding Address: 3468 Bechelli Lane #C Redding, CA 96002 Phone No: 916-222-6612 Circle Method(s) Mobile <u>Onsite</u>	1 Hour 50 Miles	Name: EMSI-Redding Address: 3468 Bechelli Lane #C Redding, CA 96002 Phone No: 916-222-6612 Circle Method(s) <u>Mobile</u> Onsite	1 Hour 50 Miles
Coalinga	Name: Coalinga Regional Medical Address: 1165 Phelps Avenue Coalinga, CA 93201 Phone No: 559-935-4203 Circle Method(s) Mobile <u>Onsite</u>	5 Min 2 Miles	Name: EMSI Fresno Address: 4323 N. Goldenstate Blvd. #105 Fresno, CA 93722 Phone No: 209-275-4800 Circle Method(s) <u>Mobile</u> Onsite	1 Hour 26 Mins 73 Miles
Crescent City	Name: North Coast Health Screening Address: 130 Highway 101 North Crescent City, CA 95531 Phone No: 707-465-1036 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: North Coast Health Screening Address: 130 Highway 101 North Crescent City, CA 95531 Phone No: 707-465-1036, Pgr 707-465-9437 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles
Dunsmuir	Name: EMSI - Redding Address: 3468 Bechelli Lane #C Redding, CA 96002 Phone No: 530-842-3507 Circle Method(s) Mobile <u>Onsite</u>	1 Hr 50 Miles	Name: EMSI-Redding Address: 3468 Bechelli Lane, #C Redding, CA 96002 Phone No: 530-222-6612 Circle Method(s) <u>Mobile</u> Onsite	1 Hr 50 Miles
El Cajon	Name: Around The Clock Drug Testing Address: 3435 Camino Del Rio South #208 San Diego, CA 92108 Phone No: 619-624-9986 Circle Method(s) Mobile <u>Onsite</u>	26 Min. 17 Miles	Name: EMSI-San Diego Address: 3878 Old Town Avenue #200 San Diego, CA 92110 Phone No: 619-294-9211 Circle Method(s) <u>Mobile</u> Onsite	27 Min. 21 Miles
El Centro	Name: Valley Testing Address: 588 Broadway El Centro, CA 92243 Phone No: 760-352-5358 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: Valley Testing Address: 588 Broadway El Centro, CA 92243 Phone No: 760-332-3397 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles

Travel time should be based on normal driving conditions (e.g., weather, traffic patterns, etc.)

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URINE COLLECTION/ETH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - Normal Business Hours Site Address/Phone Number	TRAVEL TIME*/MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME MILES
Escondido	Name: Immediate Family Care Address: 1334 West Valley Pkwy. Escondido, CA 92025 Phone No: 760-740-0707 Circle Method(s) Mobile <u>Onsite</u>	7 Min 3 Miles	Name: EMSI-San Diego Address: 3878 Old Town Avenue #200 San Diego, CA 92110 Phone No: 619-294-9211 Circle Method(s) <u>Mobile</u> Onsite	31 Min. 27 Miles
Eureka	Name: Health Screening Service Address: 2025 Harrison Avenue, Eureka, CA 95501 Phone No: 707-442-5474 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: Health Screening Service Address: 2025 Harrison Avenue Eureka, CA 95501 Phone No: 707-442-5474 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles
Fort Bragg	Name: Mendocino Coast Hospital Laboratory Address: 700 River Drive, Ft. Bragg, CA 95437 Phone No: 707-961-1234 Ext. 662 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: Mendocino Coast Dist. Hosp. Address: 700 River Drive Fort Bragg, CA 95437 Phone No: 707-961-1234 Ext. 662 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles
Garberville	Name: Fortuna Family Practice Address: 874 Main Street Fortuna, Ca 95540 Phone No: 530-222-6612 Circle Method(s) Mobile <u>Onsite</u>	1 Hour 50 Miles	Name: Fortuna Family Practice Address: 874 Main St Fortuna, CA 95540 Phone No: 530-222-6612 Circle Method(s) Mobile <u>Onsite</u>	1 Hour 50 Miles
Indio	Name: Eisenhower Immediate Care Address: 78822 Highway 111, Suite C La Quinta, CA 92253 Phone No: 760-564-7000 Circle Method(s) Mobile <u>Onsite</u>	20 Min. 6 Miles	Name: EMSI-Colton Address: 1016 E. Cooley Dr Ste. W/Y Colton, CA 92324 Phone No: 909-370-0350 Circle Method(s) <u>Mobile</u> Onsite	1 Hr. 10 in. 73 Miles
Jamestown	Name: Sonora Community Hospital Address: 19747 Greenley Road Ste S-2 Sonora, CA 95370 Phone No: 209-588-9057 Circle Method(s) Mobile <u>Onsite</u>	23 Min. 13 Miles	Name: Sonora Community Hospital Address: 19747 Greenley Road St S-2 Sonora, CA 95370 Phone No: 209-588-9057 Circle Method(s) Mobile <u>Onsite</u>	23 Min. 13 Miles
King City	Name: EMSI (Drug Testing Unlimited) Address: 546 Abbott St. STE 5 Salinas, CA 93901 Phone No: 831-757-8378 Circle Method(s) Mobile <u>Onsite</u>	1 Hour 48 Miles	Name: EMSI (Drug Testing Unlimited) Address: 546 Abbott St. STE 5 Salinas, CA 93901 Phone No: 831-757-8378 Circle Method(s) <u>Mobile</u> Onsite	1 Hour 48 Miles
Lakeport	Name: Ukiah Valley Medical Center Address: 232B Hospital Drive Ukiah, CA 95482 Phone No: 707-467-4994 Circle Method(s) Mobile <u>Onsite</u>	47 Mins 35 Miles	Name: Alcohol & Drug Testing Services Address: 232B Hospital Drive Ukiah, CA 95482 Phone No: 707-467-4994 <u>Call To Schedule</u> Circle Method(s) <u>Mobile</u> Onsite	47 Min 35 Miles

Travel time should be based on normal driving conditions (e.g., weather, traffic patterns, etc.)

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URINE COLLECTION/B. LATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - - Normal Business Hours Site Address/Phone Number	TRAVEL TIME*/ MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME MILES
Los Banos	Name: Los Banos Hospital Address: 600 W. I St, Suite F, Los Banos, CA 93635 Phone No: 209-827-8204 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: Los Banos Hospital Address: 600 W. I St, Ste. F Los Banos, CA 93635 Phone No.: 209-827-8204, Pgr. 209/995-2970 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles
Madera	Name: Madera Community Hospital Lab Address: 1250 E. Almond Ave. Madera, CA 93637 Phone No: 559-675-5542 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: EMSI Fresno Address: 4323 N. Goldenstate Blvd. #105 Fresno, CA 93722 Phone No: 209-275-4800 Circle Method(s) <u>Mobile</u> Onsite	1 Hour 40 Miles
Needles	Name: Mojave Environmental Lab Address: 1050 Hwy. 95, Bullhead City, AZ 86429 Phone No: 520-754-8101 Circle Method(s) Mobile <u>Onsite</u>	45 Min. 30 Miles	Name: Mojave Environmental Lab Address: 1050 Hwy. 95, Bullhead City, AZ 86426 Phone No: 520-754-8101 Circle Method(s) Mobile <u>Onsite</u>	45 Min. 30 Miles
Oceanside	Name: EMSI -San Diego Address: 3878 Old Town Avenue #200 San Diego, CA 92110 Phone No: 619-294-9211 Circle Method(s) Mobile <u>Onsite</u>	35 Min 36 Miles	Name: EMSI-San Diego Address: 3878 Old Town Avenue #200 San Diego, CA 92110 Phone No: 619-294-9211 Circle Method(s) <u>Mobile</u> Onsite	35 Min. 36 Miles
Oroville	Name: Premier Health Screening Address: 1940 Feather River Blvd, Suite N Oroville, CA 95966 Phone No: 530-532-8824 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: EMSI-Chico Address: 1450 Sherman Avenue Chico, CA 95926 Phone No: 530-895-3203 Circle Method(s) <u>Mobile</u> Onsite	49 Min. 31 Miles
Paso Robles	Name: Star Drug Testing Address: 3850 Ramada Drive C-4 Paso Robles, Ca 93446 Phone No: 805-434-1477 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 3 Miles	Name: Star Drug Testing Address: 3850 Ramada Drive C-4 Paso Robles, Ca 93446 Phone No: 805-434-1477 Circle Method(s) <u>Mobile</u> Onsite	5 Min. 3 Miles
Quincy	Name: Quincy Family Medicine Address: 1045 Bucks Lk Rd., Quincy, CA 95971 Phone No: 530-283-0650 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: D.A.T. Address: 2470 Wrondel Way Reno, NV 89502 Phone No: 775-356-5554 Circle Method(s) <u>Mobile</u> Onsite	1.5 Hours 80 Miles
Rancho Cucamonga	Name: U.S. Healthworks Address: 599 Inland Center Drive San Bernardino, CA 92408 Phone No: 909-889-2665 Circle Method(s) Mobile <u>Onsite</u>	23 Min 22 Miles	Name: U.S. Healthworks Address: 599 Inland Center Drive San Bernardino, CA 92408 Phone No: 909-889-2665 Circle Method(s) Mobile <u>Onsite</u>	23 Min 22 Miles

Travel time should be based on normal driving conditions (e.g., weather, traffic patterns, etc.)

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URINE COLLECTION/LEAD ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - - Normal Business Hours Site Address/Phone Number	TRAVEL TIME*/ MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME MILES
Red Bluff	Name: EMSI Redding Address: 3468 Bechelli Ln., #C, Redding, CA 96002 Phone No: 916-222-6612 Circle Method(s) Mobile Onsite	45 Min. 30 Miles	Name: EMSI Redding Address: 3468 Bechelli Ln., #C, Redding, CA 96002 Phone No: 916-222-6612 Circle Method(s) Mobile Onsite	45 Min. 30 Miles
Salinas	Name: EMSI (Drug Testing Unlimited) Address: 546 Abbott St. Suite 5 Salinas, CA 93901 Phone No: 831-757-8378 Circle Method(s) Mobile Onsite	5 Min 2 Miles	Name: EMSI (Drug Testing Unlimited) Address: 546 Abbott St Suite 5 Salinas, CA 93901 Phone No: 831-757-8378 Circle Method(s) Mobile Onsite	5 Min 2 Mile
San Juan Capistrano	Name: South Coast Family Med. Ctr. Address: 25500 Rancho Niguel Road #100 Mission Laguna Niguel, CA 92677 Phone No: 949-643-0500 Circle Method(s) Mobile Onsite	15 Min. 8 Miles	Name: Integra Test Address: 333 South Magnolia Ave. Anaheim, CA 92801 Phone No: 714-828-1797 Circle Method(s) Mobile Onsite	34 Min. 34 Miles
*Santa Cruz	Name: Doctors On Duty Address: 615 Ocean Street Santa Cruz, CA 95060 Phone No: 831-425-7991 Circle Method(s) Mobile Onsite	5 Min. 2 Miles	Name: EMSI - Salinas Address: 546 Abbott Street Ste. 5 Salinas, CA 93901 Phone No: 408-457-7118 Circle Method(s) Mobile Onsite	56 Min 40 Miles
Santa Maria	Name: Star Drug Testing Address: 222 W. Carmen Ln. Ste 101 Santa Maria, Ca 93458 Phone No: 805-349-0558 Circle Method(s) Mobile Onsite	5 Min. 3 Miles	Name: Star Drug Testing Address: 222 W. Carmen Ln. Ste 101 Santa Maria, Ca 93458 Phone No: 805-349-0558 Circle Method(s) Mobile Onsite	5 Min. 3 Miles
Santa Rosa	Name: North Bay Corporate Health Address: 95 Montgomery Drive Suite 110. Santa Rosa, CA 95404 Phone No: 707-576-7300 Circle Method(s) Mobile Onsite	12 Min 4 Miles	Name: A.D.T.S. Rohnert Park Address: 5905 Labath Avenue, Ste# 104 Rohnert Park, CA 94928 Phone No: 800/457/5508 Circle Method(s) Mobile Onsite	15 Min. 10 Miles
Sonoma	Name: North Bay Corporate Health Address: 95 Montgomery Drive Suite 110. Santa Rosa, CA 95404 Phone No: 707-576-7300 Circle Method(s) Mobile Onsite	37 Min 21 Miles	Name: A.D.T.S. Rohnert Park Address: 5905 Labath Avenue, Ste# 104 Rohnert Park, CA 94928 Phone No: 800/457-5508 Circle Method(s) Mobile Onsite	33 Min. 23 Miles
South Lake Tahoe	Name: Barton Memorial Hospital Address: 12170 South Avenue South Lake Tahoe, CA 96158 Phone No: 916-541-3420 Circle Method(s) Mobile Onsite	8 Min. 3 Miles	Name: Barton Memorial Hospital Address: 12170 South Avenue South Lake Tahoe, CA 96158 Phone No: 530-541-3420 X3530 Circle Method(s) Mobile Onsite	8 Min. 3 Miles

Travel time should be based on normal driving conditions (e.g., weather, traffic patterns, etc.)

Bidders must place an asterisk (*) next to the sites where existing services have been provided for six (6) months or less.

URINE COLLECTION/B. LATH ALCOHOL TESTING

COLLECTION SITE	NORMAL COLLECTION - - Normal Business Hours Site Address/Phone Number	TRAVEL TIME* MILES	AFTER HOURS/WEEKEND/HOLIDAY COLLECTIONS	TRAVEL TIME MILES
Susanville	Name: Lassen Community Hospital Address: 560 Hospital Lane Susanville, CA 96130 Phone No: 530/257-5325 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: D.A.T. Address: 2470 Wrondel Way Reno, NV 89502 Phone No: 775-356-5554 Circle Method(s) <u>Mobile</u> Onsite	1.5 Hours 80 Miles
Truckee	Name: Tahoe Forest Hospital Address: 10121 Pine Ave. Truckee, CA 96160 Phone No: 530-582-3402 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: Tahoe Forest Hospital Address: 10121 Pine Ave., Truckee, CA 96160 Phone No: 530-582-3402 Circle Method(s) Mobile <u>Onsite</u>	5 Min 2 Mils
Ukiah	Name: Ukiah Valley Medical Center Address: 232 B Hospital Drive Ukiah, CA 95482 Phone No: 707-467-4994 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: Ukiah Valley Medical Center Address: 232 B Hospital Drive Ukiah, CA 95482 Phone No: 707-467-4994 Circle Method(s) <u>Mobile</u> Onsite	5 Min 3 Miles
Visalia	Name: Valley Industrial Address: 225 S. Chinowth Visalia, CA 93291 Phone No: 559-627-3222 Circle Method(s) Mobile <u>Onsite</u>	11 Min. 4 Miles	Name: Valley Industrial Address: 225 S. Chinowth Visalia, CA 93291 Phone No.: 559-627-3222 Circle Method(s) Mobile <u>Onsite</u>	11 Min. 4 Miles
Yreka	Name: Onareim Services Address: 121 Schantz Lane Yreka, CA 96097 Phone No: 530-842-4353 Circle Method(s) Mobile <u>Onsite</u>	5 Min. 2 Miles	Name: Providence Center Occupational Address: 1390Biddle Rd Suite 101 Medford, OR 97504 Phone No: 541-732-6921 Circle Method(s) Mobile <u>Onsite</u>	55 Min. 52 Miles

Travel time should be based on normal driving conditions (e.g., weather, traffic patterns, etc.)

Bidders must place an asterisk (*) next to the sites where existing services have been provided for six (6) months or less.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement (Exhibit B, Attachment 1).
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Julie Lowe
Department of Personnel Administration
Labor Relations Division
1515 S Street, North Building, Suite 400
Sacramento, CA 95814

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DPA shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DPA shall have the option to either cancel this Agreement with no liability occurring to DPA, or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. DPA shall not pay any funds to any Contractor during such time as the Budget Act covering that fiscal year has not been approved by the Legislature and signed into law by the Governor.

3. **Prompt Payment Clause**

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. This prompt payment clause shall only apply during such time as there exists a duly enacted Budget Act which authorizes payments for Departmental expenditures.

EXHIBIT B

ATTACHMENT 1

COST PROPOSAL RATES / CONTRACT PRICES
July 1, 2005 - June 30, 2007

	<u>Original Rate</u>	<u>Revised Rate*</u> <u>March 17, 2006</u>
<u>Breath Alcohol Testing Services</u>		
8:00 a.m. - 5:00 p.m.	\$ 23.00	\$ 34.00
5:00 p.m. - 12:00 a.m.	\$ 23.00	\$ 34.00
12:00 a.m. - 8:00 a.m.	\$ 23.00	\$ 34.00
<u>Urine Drug Testing Services</u>		
8:00 a.m. - 5:00 p.m.	\$ 43.00	\$ 52.00
5:00 p.m. - 12:00 a.m.	\$ 43.00	\$ 52.00
12:00 a.m. - 8:00 a.m.	\$ 43.00	\$ 52.00
(Urine collection \$18.00, Basic Panel A/B \$18.00, and MRO Review \$7.00)		(Urine collection \$27.00)
<u>Laboratory Services</u>		
<u>Extra Services</u>		
Blind Specimens	\$ 0.00	\$ 0.00
Flawed Specimens	\$ 0.00	\$ 0.00
D/L Isomer Tests	\$ 0.00	\$ 0.00
6-MAM Tests	\$ 0.00	\$ 0.00
Adulteration Screening	\$ 0.00	\$ 0.00
Fee for Consultant/Expert Testimony	\$149.00/Hour	\$149.00/Hour
<u>Mobile/24-Hour Collection Services</u>		
<u>Breath Alcohol Testing</u>		
8:00 a.m. - 5:00 p.m.	\$ 23.00	\$ 34.00
5:00 p.m. - 12:00 a.m.	\$ 23.00	\$ 34.00
12:00 a.m. - 8:00 a.m.	\$ 23.00	\$ 34.00
Holidays/Weekends	\$ 23.00	\$ 34.00
<u>Urine Drug Testing</u>		
8:00 a.m. - 5:00 p.m.	\$ 55.00	\$ 75.00
(Urine collection \$30.00, Basic Panel A/B \$18.00, and MRO Review \$7.00)		(Urine collection \$50.00)
5:00 p.m. - 12:00 a.m.	\$100.00	\$100.00
(Urine collection \$75.00, Basic Panel A/B \$18.00, and MRO Review \$7.00)		
12:00 a.m. - 8:00 a.m.	\$100.00	\$100.00
(Urine collection \$75.00, Basic Panel A/B \$18.00, and MRO Review \$7.00)		
Holidays/Weekends	\$100.00	\$100.00
(Urine collection \$75.00, Basic Panel A/B \$18.00, and MRO Review \$7.00)		
<u>Other Fees</u>		
Waiting Time	\$ 30.00/Hour	\$ 30.00/Hour
Mileage Rate	\$ 0.50/Mile	\$ 0.50/Mile
<u>Training and Informational Services</u>		
Supervisor/Manager Training (4 Hours)	\$ 0.00	\$ 0.00
Employee Training (4 Hours)	\$ 0.00	\$ 0.00
Training for Trainers (4 Hours)	\$ 0.00	\$ 0.00

*DPA agrees to compensate the Contractor for actual expenditures incurred in accordance with the specified rates (effective March 17, 2006). As specified by DPA, these rates are temporary and will remain in effect until such time that the DPA and the Department of Corrections and Rehabilitation (CDCR) has implemented the Random Testing Program for Bargaining Unit 06 incumbent employees. The contractor agrees that upon notification by DPA of the implementation of the BU 06 Random Testing Program, these rates will be reduced to the original rate as specified in Agreement Number S0520001, Exhibit B. The DPA reserves the right to review and/or adjust the rates specified in this amendment after six months.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Prelitigation Dispute Resolution Process: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under the Agreement which is not disposed of by written agreement shall be decided by the DPA, who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor will have thirty (30) calendar days after receipt of such decision to submit a written protest to the DPA specifying in detail in what particulars the Agreement requirements were exceeded. Failure to submit such protest within the period specified shall constitute a waiver of any and all rights to adjustment in Agreement terms and the DPA's decision shall be final and conclusive. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement upon receipt of written order from the DPA to do so.

Agency Liability: The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Subcontractors: Nothing, contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Termination Of Agreement: The DPA may terminate this Agreement or any part thereof for any reason or no reason by giving the Contractor thirty (30) days written notice of the effective date of termination. In the event of such termination, the State shall be relieved of any payments arising under this Agreement and may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due to the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Provisions: If any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Agreement, but the same shall be construed and enforced as if said illegal or invalid provision has never been inserted herein.

Amendments: Any changes to this Agreement shall be agreed to in writing by both parties. Persons designated to have authority in providing instruction to facilitate changes to this Agreement are listed in Exhibit A, Scope of Work. Persons authorized to provide daily operation instructions are also listed in the Scope of Work, Attachment A. The Department may amend either listing pursuant to a written notification.

Indemnification: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. Nothing in this Agreement shall preclude the State from participating in and/or providing its own defense. However, Contractor shall not be relieved from its obligation to indemnify, defend and save harmless the State, its officers, agents and employees even though the State participates in and/or provides its own defense.

Inspections: The DPA reserves the right to conduct on-site inspections of the Contractor's and sub-contractor's facilities and to require the Contractor to participate in blind testing for quality control purposes.

Settlement of Disputes: Any claim that the Contractor may have regarding the performance of this agreement, including, but not limited to, claims for additional compensation, extension of time, shall be submitted to the Department of Personnel Administration, Legal Division within ten (10) days of discovery of the problem. Within ten (10) days of this filing, the Chief Counsel or Designee shall meet with the Contractor and assigned attorney for purposes of resolving the dispute. Should the Contractor disagree with the decision, the Contractor may appeal to the DPA Director or Designee within fifteen (15) working days of the decision. The DPA Director, or Designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Director or Designee shall be returned to the Contractor within thirty (30) days of the meeting. The decision of the DPA Director or Designee shall be final. Except that, nothing in this section shall constitute a waiver by the Contractor to seek enforcement of any right under this contract after the above dispute resolution procedures have been exhausted.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Force Majeure: The parties' performance under this Contract is subject to government regulation, or governmental decision that restricts travel, acts of God, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or which materially affects a party's ability to perform its obligations under this contract. Either party may terminate this contract or, alternatively postpone any hearing previously scheduled pursuant to this agreement, for any one or more of such reasons upon notice to the other party of such occurrence or receipt of any of the above occurrences. This agreement may be terminated, or alternatively the hearing postponed, for any one or more such reasons without prejudice or penalty.

EXHIBIT E

CONTRACTOR EVALUATION

Notice of Agency Evaluation of Contractor Performance Per Public Contract Code

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of the Contractor's performance under this Agreement. The evaluation shall be prepared on Contract/Contractor Evaluation form (STD 4), and maintained in the Agreement file. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation. (PCC 10367; 10369; 10370).